REMARKS

Claims 2-16, 34-41, and 43-51 are pending in the present application, where claims 50 and 51 have been added herein. The applicants note with appreciation that the prosecution of this application was reopened in view of the Appeal Brief filed on December 15, 2006. Of the claims currently at issue, claims 15, 40, and 48 are independent claims. In view of the foregoing amendments and the following remarks, it is respectfully submitted that all pending claims are in a condition for allowance. Accordingly, reconsideration of the application and allowance thereof are respectfully requested.

Claim Rejections under 35 U.S.C. § 103

Claims 3, 6-9, 11-16, 34-36, 38, 40, 41, 43, 44, 46, 48, and 49 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Ganzinotti (U.S. Patent No. 3,341,974) in view of Van Dyk, Jr. (U.S. Patent No. 4,371,175).

Independent claim 15 recites a door exposed to an atmosphere of air, the door comprising, *inter alia*, a door member, a door panel, an inflatable seal between the door member and the door panel, a blower connected in fluid communication with the inflatable seal, and thermal insulation. The claim further recites that the inflatable seal defines an air inlet and an air outlet and includes an inner surface and an outer surface, wherein the inner surface defines an elongate air passageway between the air inlet and the air outlet and the outer surface is adapted to be in contact with the door member and the door panel. Finally, the claim recites that the blower is adapted to force the air through the elongate air passageway such that the air is in direct contact with the inner surface,

and at least a portion of the thermal insulation is disposed inside the elongate air passageway, such that it is adjacent the inner surface.

Neither Ganzinotti nor Van Dyk describes, teaches, or suggests an inflatable seal with an inner surface that defines an elongate air passageway in which thermal insulation is disposed, such that the thermal insulation is adjacent the inner surface, wherein the elongate air passageway may be filled with air such that the air is in direct contact with the inner surface. This distinction is an important one because exposure of the inner surface of the seal to the moving, inflation air "prevents localized cooling of seal 50 by virtue of the fact that the moving air serves to conduct heat throughout the tube" (page 4, ll. 29-30).

In the Office action of March 8, 2007, the examiner concedes that Ganzinotti fails to describe a seal with thermal insulation, but suggests that Van Dyk "discloses an inflatable seal having thermal insulation (the inner layer)" (Office action of March 8, 2007, page 3). However, a closer examination of Van Dyk reveals that if the "inner layer" (inflatable, elastomeric tube 24) is accepted, *arguendo*, as thermal insulation, then Van Dyk's alleged inflatable seal must be shielding medium 26. The inner surface of shielding medium 26 (the alleged inflatable seal) is not in direct contact with air forced through the seal. In fact, because "[s]hielding medium 26 may advantageously be formed from a metal braid or mesh" (col. 4, ll. 56-57), shielding medium 26 (the alleged inflatable seal) is not inflatable at all. As such, the inner surface of shielding medium 26 is not in contact with air forced through the seal. Instead, inflatable elastomeric tube 24 (the alleged insulation) is in contact with air forced through the seal, the elastomeric tube being necessary to actuate the shielding device (*i.e.*, to cause electromagnetic shielding

medium 26 to bridge the gap). As the reference itself states, "compressed fluid is forced into cavity 30 of tube 24 causing it to expand as shown" (col. 4, ll. 46-47). Accordingly, because the moving, inflation air is contained inside of the alleged insulation (tube 24), the benefit of exposing the inner surface of the inflatable seal to the moving air is completely destroyed.

Thus, Van Dyk does not describe, teach, or suggest an inflatable seal with thermal insulation disposed therein such that it is adjacent the seal's inner surface, wherein the inner surface is in direct contact with air forced through inflatable seal. In fact, if Van Dyk's apparatus is interpreted as alleged in the Office action, it would eliminate the benefit achieved by having the inner surface of the inflatable seal exposed to the moving air. As stated in the Office action, Ganzinotti does not describe thermal insulation. Accordingly, the combination of Ganzinotti and Van Dyk cannot render independent claim 15 obvious, leaving it, and the claims dependent thereon, in a condition for allowance.

Independent claim 40 is similar to claim 15 in that it recites a door comprising, *inter alia*, a pliable seal that includes an inner surface that defines an elongate passageway and a fluid disposed inside the pliable seal such that it is in contact with the inner surface. Claim 40 further recites that the door includes thermal insulation, at least a portion of which is disposed inside the elongate passageway, adjacent the inner surface. Independent claim 48 also includes these limitations.

As detailed above in connection with independent claim 15, the examiner concedes that Ganzinotti fails to describe a seal with thermal insulation. However, as also detailed above, Van Dyk does not describe a pliable seal that includes thermal

insulation, a portion of which is disposed inside the seal such that it is adjacent the inner surface of the seal, wherein the inner surface is in direct contact with a fluid disposed inside the pliable seal. Because Van Dyk's alleged thermal insulation traps the fluid inside of it (tube 24), the apparatus cannot offer the benefits of the claimed invention (preventing localized cooling by having the fluid in direct contact with the inner surface of the pliable seal). Thus, the combination of Ganzinotti and Van Dyk does not include the claim limitations of the present application. As a result, the combination of Ganzinotti and Van Dyk does not render independent claims 40 and 48, nor the claims dependent thereon, obvious, leaving them in a condition for allowance.

Dependent claims 2, 4, 5, 10, 37, 39, 45, and 47 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Ganzinotti in view of Van Dyk and further in view of Knap (U.S. Patent No. 4,150,509). However, Knap does nothing to cure the deficiencies of the combination of Ganzinotti and Van Dyk, as detailed above, leaving dependent claims 2, 4, 5, 10, 37, 39, 45, and 47, in a condition for allowance.

For at least the foregoing reasons, independent claims 15, 40, and 48, and the claims dependent thereon, are in a condition for allowance, and the applicants respectfully request such allowance.

New Claims 50 and 51

Claims 50 and claim 51 have been added herein. Independent claim 50 is similar to the independent claims detailed above, in that it recites a door member, a door panel, a pliable seal, a blower, and thermal insulation. Claim 50 further recites that the pliable seal defines an air inlet and an air outlet and includes an inner surface. Finally, claim 50

recites that the thermal insulation overlays a portion of the inner surface such that it does not entirely cover the inner surface.

As conceded in the Office action of March 8, 2007, Ganzinotti does not describe a seal with thermal insulation, and, as detailed above, Van Dyk does not describe a pliable seal with thermal insulation overlaying a portion of the seal's inner surface such that it does not entirely cover the inner surface. Accordingly, the combination of Ganzinotti and Van Dyke cannot render new independent claim 50 obvious.

Conclusion

Reconsideration of the application and allowance thereof are respectfully requested. If there is any matter that the examiner would like to discuss, the examiner is invited to contact the undersigned representative at the telephone number set forth below.

The Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required during the pendency of this application under 37 C.F.R. 1.16 or 1.17 to Deposit Account No. 50-2455.

Please refund any overpayment to Hanley, Flight & Zimmerman, LLC at the address below.

Respectfully submitted,

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